

Aug 19 10 01 AM '96

IN THE CHANCERY COURT OF DESOTO COUNTY

BK 305 PG 190  
MISSISSIPPI  
W.E. DAVIS, CLERK

JOYCE JEANETTE MARTIN

PLAINTIFF

VS.

CAUSE NO.: 96-8-949

TRI-LAKE TIMBER COMPANY,  
A MISSISSIPPI CORPORATION AND  
FLY TIMBER COMPANY, INC., A  
MISSISSIPPI CORPORATION

DEFENDANTS

## AGREED PRELIMINARY INJUNCTION

On August 19, 1996, this cause came on for hearing pursuant to process on the Plaintiff's request for a Preliminary Injunction. At said time, it was announced to the Court, and the Court so finds, that the parties had, by counsel, reached an agreement concerning Plaintiff's request for a Preliminary Injunction, said agreement being the same as more fully set forth below.

Having heard and considered the announcement, and finding as fact that the Court has jurisdiction of the cause and the parties, the Court finds that said agreement should be, and it hereby is, adopted and made the Order of this Court.

**THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

1. The Court has jurisdiction of the cause and the parties;
2. **PLAINTIFF**, Joyce Jeanette Martin, is hereby granted a Preliminary Injunction against the Defendants, Tri-Lake Timber Company, Fly Timber Company, Inc., and each and all of their agents, servants, employees, representatives, attorneys, successors and assigns, just as if each and all thereof had been expressly

**FILED**

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named herein, all of which are called hereafter **DEFENDANTS**;

3. This Preliminary Injunction shall continue in full force and effect pending final disposition of this action upon the merits;

4. So long as this Preliminary Injunction remains in force and effect, all rights of Defendants, as their interests may appear, under that certain Warranty Timber Deed mentioned below, shall not lapse, terminate or expire, but such rights and exercise of such rights shall be abated and suspended and reserved unto Defendants, as their interests may appear, subject to and pending a final disposition of this action upon the merits, such rights to include a period of forty-one (41) days from and after final disposition on the merits to, if appropriate, harvest any other timber which Defendants may be entitled to harvest of and from the Plaintiff's lands situated in Desoto County, Mississippi;

5. Pending final disposition of this action, **DEFENDANTS**, as defined above, shall not go upon any of Plaintiff's lands situated in Desoto County, Mississippi, and shall specifically stay off of any of Plaintiff's lands situated in Desoto County, Mississippi;

6. Pending final disposition upon the merits, **DEFENDANTS**, as defined above, shall not cut any trees, timber, logs, or other vegetation from any of Plaintiff's lands situated in Desoto County, Mississippi;

7. Pending final disposition upon the merits, **DEFENDANTS**, as defined above, shall not remove or transport or take any timber,

logs, trees, or other vegetation, whether previously cut or not previously cut, from any of Plaintiff's lands situated in Desoto County, Mississippi;

8. The Chancery Clerk of Desoto County, Mississippi, shall cause a copy of this Order to be entered upon the land records of Desoto County, Mississippi, and shall cause a marginal notation, concerning this Preliminary Injunction, to be made upon the face of those Warranty Timber Deeds recorded in the offices of the Desoto County, Mississippi, Chancery Court Clerk in Book 277, at Page 316, and in Book 280, at 587;

9. Also, said Chancery Clerk shall cause a copy of this Order to be abstracted upon the Abstracts of Land maintained in the offices of the Chancery Clerk of Desoto County, Mississippi, and for purposes thereof, the abstracting/indexing information for the subject land is as follows:

Lots 1, 2, 3, 4, and 5, revised McBride Seawright Property Subdivision, Section 3, Township 3, Range 6; and

The Southwest Quarter of Section 3, Township 3, Range 6, and the Northwest Quarter of Section 3, Township 3, Range 6; and, also

The Northeast Quarter of Section 3, Township 3, Range 6; and, also

The Northeast Quarter, the Southeast Quarter and the Southwest Quarter of the Southwest Quarter; the Northeast Quarter, Northeast Quarter, Southeast Quarter and Southwest Quarter of Southeast Quarter; and the Southeast and Southwest Quarter of Northeast Quarter of Section 3, Township 3 South, Range 6 West, Desoto County, Mississippi;

The above said abstracting/indexing instructions being the same as it appears upon those Warranty Timber Deeds recorded in the offices of said Chancery Clerk in Book 277, at Page 316, and Book 280, at 587;

10. The parties shall cooperate in good faith with one another to bring this matter on for final hearing upon the merits as soon as reasonably possible, such cooperation and good faith to extend to the prompt and reasonable completion of any and all discovery which may be necessary or required;

11. All claims and defenses of the parties are reserved and not waived until final adjudication on the merits;

12. Pending further or other Orders of this Court, this Order shall remain in full force and effect.

ORDERED, ADJUDGED AND DECREED August 19, 1996.

*[Signature]*  
CHANCELLOR

APPROVED:

*[Signature]*  
JIMMY L. MILLER,  
FOR PLAINTIFF

*[Signature]*  
M. LEE GRAVES, FOR  
TRI-LAKE TIMBER COMPANY

*[Signature]*  
ROBERT COOPER, FOR  
FLY TIMBER COMPANY, INC.

